



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-081120-25

In the matter of: 101, 1827 VICTORIA PARK AVE
SCARBOROUGH ON M1R1T3

Between: 2858866 Ontario Limited Landlord

And

Priscila Rojas Tenants
Nora Rojas

2858866 Ontario Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Priscila Rojas and Nora Rojas (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on December 8, 2025.

The Landlord's legal representative, Anita Sada and the Tenant, Priscila Rojas, on behalf of both Tenants attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$1,014.60. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$33.36. This amount is calculated as follows: \$1,014.60 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to December 31, 2025 are \$6,087.60.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlord collected a rent deposit of \$1,014.60 from the Tenants and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$9.03 is owing to the Tenants for the period from August 1, 2025 to December 8, 2025.
10. At the hearing, the Landlord's legal representative sought a standard 11-day eviction order on the basis that the Tenant has made no rent payments since the application was filed.
11. The Tenant testified that rent had historically been paid by e-transfer until July 2025, at which time the Landlord advised that e-transfer payments would no longer be accepted and that rent must instead be paid by pre-authorized withdrawal, cheque, or through a third-party rent payment platform, Rent Café.
12. The Tenant further testified that she was unable to pay rent by cheque and that she did not receive information from the Landlord regarding how to access or use the Rent Café platform. She stated that she has sufficient funds in her bank account to pay the full amount of arrears owing to the Landlord but sought a determination from the Board regarding whether the Landlord could refuse payment by e-transfer.
13. The Landlord's legal representative submitted that, for security reasons, the Landlord no longer accepts rent payments by e-transfer. The representative further submitted that the Tenant has reasonable alternative methods of payment available, including payment by cheque or through Rent Café, which allows for pre-authorized withdrawals, one-time payments, and direct bank-to-bank transactions.
14. The Board does not have the authority to require a landlord to accept rent payments by e-transfer, particularly where the Landlord has ceased accepting that method for security-related reasons.
15. As the Tenant agreed at the hearing to create a profile with Rent Café and to pay the full amount of arrears owing, I find that it is appropriate to issue a standard 11-day eviction order. Given the date of this order, the Tenant has had sufficient time to establish the Rent Café account and make payment of the outstanding arrears.
16. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenants and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$7,288.20 if the payment is made on or before January 20, 2026. See Schedule 1 for the calculation of the amount owing.

3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants has paid the full amount owing as ordered plus any additional rent that became due after January 20, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before January 20, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$4,502.25. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$33.36 per day for the use of the unit starting December 9, 2025 until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before January 20, 2026, the Tenants will start to owe interest. This will be simple interest calculated from January 21, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 20, 2026, then starting January 21, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after January 21, 2026.

January 9, 2026
Date Issued

Christina Philp
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on July 21, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before January 20, 2026

Rent Owing To January 31, 2026	\$7,102.20
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$7,288.20

B. Amount the Tenants must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$5,339.88
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,014.60
Less the amount of the interest on the last month's rent deposit	- \$9.03
Total amount owing to the Landlord	\$4,502.25
Plus daily compensation owing for each day of occupation starting December 9, 2025	\$33.36 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	